

Forrest, J

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORKUSDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #:
DATE FILED **AUG 03 2012**-----X
SANDMAN TABLE TENNIS, LLC,

Plaintiff and Counterclaim-Defendant,

v.

INTERNATIONAL TABLE TENNIS
FEDERATION,

Defendant and Counterclaim-Plaintiff,

v.

LIQUIDITY WORKS, INC.,

Counterclaim-Defendant.
-----X

11 Civ. 1069 (KBF)

STIPULATION AND ORDER

Plaintiff-Counterclaim Defendants Sandman Table Tennis, LLC and Liquidity Works, Inc. and Defendant-Counterclaim Plaintiff International Table Tennis Federation stipulate and agree as follows:

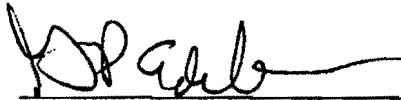
1. This action is dismissed with prejudice and without costs to any party.
2. The parties' settlement agreement, attached hereto as Exhibit A, is incorporated by reference into this Stipulation and Order as if fully set forth herein.
3. ~~The Court retains jurisdiction of this matter solely for purposes of enforcement of this Stipulation and Order, including the settlement agreement. The parties must meet and confer in good faith before bringing any non-urgent matter regarding enforcement before the Court.~~

[signature page follows]

[The Court does not retain jurisdiction over Settlements].

Dated: New York, New York
July 23, 2012

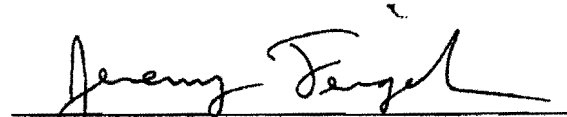
SANDMAN TABLE TENNIS, LLC
LIQUIDITY WORKS, INC.



By their counsel:

Gary Adelman
Sidney Bluming
MEISTER SEELIG & FEIN LLP
Two Grand Central Tower
140 East 45th Street, 19th Floor
New York, New York 10017
(212) 655-3580 (phone)
(212) 655-3535 (fax)
gpa@msf-law.com

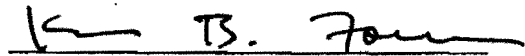
INTERNATIONAL TABLE TENNIS
FEDERATION



By its counsel:

David W. Rivkin
Jeremy Feigelson
Charles W. Baxter
DEBEVOISE & PLIMPTON LLP
919 Third Avenue
New York, New York 10022
(212) 909-6230 (phone)
(212) 521-7230 (fax)
dwrivkin@debevoise.com
jfeigelson@debevoise.com
cwbaxter@debevoise.com

SO ORDERED:



August 3, 2012

The clerk of court
is directed to close this
case

EXHIBIT A



INTERNATIONAL TABLE TENNIS FEDERATION
Office of the President
18 Louisa Street, Suite 180, Ottawa, Ontario, K1R 6Y6 Canada

July 16, 2012

BY ELECTRONIC MAIL

Sandman Table Tennis, LLC
Attn: Mr. Jeffrey Bogatin
12 East 52nd Street, Fourth Floor
New York, NY 10022
JBBogatin@liquidityworks.com

Settlement Agreement

Dear Mr. Bogatin:

This letter, once countersigned, constitutes a binding legal agreement ("Agreement") between Sandman Table Tennis, LLC ("Sandman") and the International Table Tennis Federation ("ITTF"). For purposes of this Agreement, "table tennis" means the sport commonly known as table tennis or ping pong, irrespective of any variations in equipment, rules, event format or otherwise, and "Table Tennis Activity" means any tournament, event, activity, broadcast, website, social media, merchandise, apparel, or other product or service of any kind that is related directly or indirectly to table tennis.

1. Sandman acknowledges and agrees that ITTF is the sole worldwide owner of all rights in the trademark and service mark WORLD TABLE TENNIS CHAMPIONSHIPS, including the right to control others' use of WORLD and CHAMPIONSHIP when both are used as part of the name of any Table Tennis Activity.

2. ITTF hereby grants to Sandman, and Sandman hereby accepts, a non-exclusive, non-transferable, non-sublicensable, royalty-free, worldwide license to use WORLD and CHAMPIONSHIP, said license being limited to the right to use those words solely as part of the name and mark "World Championship of Ping Pong" in connection with a tournament or other Table Tennis Activity.

3. Sandman agrees not to engage directly or indirectly in any Table Tennis Activity that includes both WORLD and CHAMPIONSHIP in its name other than as part of the name "World Championship of Ping Pong."

Sandman Table Tennis, LLC

3

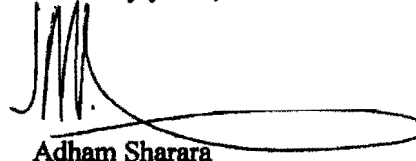
July 16, 2012

interference with ITTF, will be deemed terminated if, within any three-year period, Sandman fails to stage a "World Championship of Ping Pong" tournament consistent with paragraph 6 of this Agreement. Upon termination of Sandman's rights as licensee, all rights of Sandman as licensee under this Agreement shall automatically revert to ITTF. The restrictions on Sandman stated in paragraph 3 shall survive any termination of Sandman's rights as licensee under paragraph 2.

10. Within ten days of the date of this Agreement, the parties will execute and file (a) with the United States District Court for the Southern District of New York, a stipulation of dismissal with prejudice of all claims and counterclaims in the litigation captioned *Sandman v. ITTF*, 11 CV 1069 (S.D.N.Y.) (KBF) and (b) with the U.S. Trademark Trial and Appeal Board, a Withdrawal of Opposition in Trademark Trial and Appeal Board Opposition Number 91204688.

11. The parties acknowledge that this Agreement is binding on each of Sandman (including Liquidity Works, Inc. and any other affiliates or subsidiaries) and ITTF, as well as their respective employees, directors, agents, successors and assigns; that injunctive relief as well as damages shall be available in the event of any breach of this Agreement; that Sandman hereby waives any requirement for the securing or posting of any bond in connection with such remedy; that each signatory is fully authorized to enter into the Agreement on his organization's behalf; that any action for breach of this Agreement may be brought solely in the United States District Court for the Southern District of New York; and that this Agreement shall be governed by the laws of the State of New York, without regard for any conflict of laws principles, except that it shall be governed by the laws of the United States with respect to any issues arising under the Lanham Act, 15 U.S.C. § 1051 et seq.

Sincerely yours,



Adham Sharara

Agreed to and accepted on behalf of Sandman Table Tennis, LLC:

